



**EMERALD PROPERTY
AND MANAGEMENT LLC**
3215 COACHLITE AVE
PORTAGE, MI 49024
(269) 317-2061 OR (269) 317-2057
www.emeraldpropertiesllc.net

Residential Rental Lease

Michigan Law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have questions about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

1. **Management Company:** Emerald Property and Management LLC (Abbreviation: EPM)
Telephone (269) 317-2061, (269) 317-2057
Address 3215 Coachlite Ave. City Portage State MI Zip 49024
2. **Member LLC** Michael Gillen City Kalamazoo/Portage State MI Zip 49024
3. **Address of Rental Unit** _____ Apt. _____ City _____ Zip _____
4. **Term of lease** Fixed Term Beginning _____ at 8 am Ending _____ 12 am midnight
Total Rent for Fixed Term Lease \$ _____
5. **Written Notice**-Beyond the ending date of a fixed term lease, the lease continues until one rental period advance written notice of termination is given by either party unless a different agreement is entered in writing. The right to possession and the obligation for rent will continue until the date of written notice of termination.
6. **Rent Payments** \$ _____ per _____ Due 1st of the month
Non-payment of rent or habitual late payment of rent shall be sufficient reason for eviction.
7. **Payment Location**
Rental Payments shall be made by check or money order to: Emerald Property and Management LLC, and mailed to 3215 Coachlite Ave., Portage, MI 49024.
8. **Tenant(s) -Occupancy shall be restricted to those tenants named in the lease. Guests of tenants may only reside in the property for no more then 5 consecutive days. After that period they must be put on the lease and rent may increase.**
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____
9. **Joint and Several Agreement**- All tenants who sign this lease are jointly and severally responsible for the payment of rent to EPM and for damages caused to the rental unit (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms of the terms and conditions of the contract by one or more tenant(s) shall be considered a failure of all tenant(s) to meet the terms and conditions of the contract and shall make all equally responsible.
10. **Deposit Monies and Fees**
Administration Fee (non-refundable) \$ _____
Cleaning Deposit \$ _____
Security Deposit - Michigan Public Act 348 \$ _____
Total Deposit \$ _____
(Not to exceed 1 ½ month's rent)
The Security deposit monies shall be deposited at Citizens Credit Union, Kalamazoo, MI.
11. **Forwarding Address-Michigan Public Act 348**
You must notify EPM in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise EPM shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

20. Early Separation/ Subletting./Assignment

In the event of early separation of the lease, tenants are responsible for all remaining month's rent plus utilities, until the vacancy of the property is filled. Subletting is permitted only with written approval from EPM. EPM will evaluate proposed subtenants in the same manner it would evaluate the application of any prospective tenant.

The tenant(s) will not sublet or assign the premises without written consent of EPM. Tenants shall not allow anyone to share or reside at the premises who is not signed on the lease, nor shall any tenant assign, sublet, or transfer his or her interest in the premises, or any part thereof, without the written consent of EPM, which landlord may withhold in its discretion. In the event that Landlord consents to the assignment, subletting or transfers of tenant's interest in premises, tenant shall remain liable under the lease in the event of a default by the assignee or transferee. Any attempted assignment or subletting shall not release tenant from its primary liability under this lease, and landlord's consent to one assignment, subletting, or occupation by other parties shall not be deemed consent to other conditions of this lease and related rules and regulations. No keys are permitted to the assignee or sub-lessee until he/she has signed a lease with EPM.

21. Condition of Property

Tenant shall keep the property in a clean, healthy, and sightly condition, and maintain all appliances and fixtures in good working order and condition, dispose of all rubbish, garbage, and other waste in a clean, safe, sanitary manner, and shall not destroy, deface, damage or remove any fixture, appliance, or any other part of the property. As noted, it is the responsibility of the tenant to notify landlord in writing when maintenance or repair is necessary.

22. Insurance

It is the responsibility of Tenant(s) to obtain insurance sufficient to cover all loss to tenant's personal property, including without limitation of any loss to tenant's automobile or personal property in the apartment or house. EPM is not responsible for loss of personal property.

23. Inventory Checklist- Michigan Public Act 348

EPM shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The tenant(s) is entitled to receive a copy of the last inventory checklist which shows what claims were chargeable to prior tenant(s). The tenant(s) shall note the condition of the unit and furnishings and return a copy to EPM within seven (7) days after receiving possession. Please complete on day of move-in prior to placing any possessions in the property.

24. Notice of Damages- Michigan public Act 348

In case damage to the rental unit attributable to the tenant(s) or other obligations against the deposit, EPM shall mail to the tenant(s) within 30 days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant(s) must respond to EPM claim within 7 days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, EPM may commence action in court within 45 days after termination of occupancy. EPM shall not be entitled to retain any portion of a security deposit for damages claimed unless he/she has first obtained a money judgment for the disputed amount.

25. Security Deposit

The tenants have deposited with landlord a security deposit as detailed in item #10 to secure the performance of tenants' obligations hereunder. Landlord shall have the right, but not the obligation, to apply the security deposit in whole or in part to the payment of any unpaid rent other charges due from tenant under the terms of this lease. Refund of the security deposit is subject to the following conditions:

- A) Full term of the lease expiring
- b) No damages to the property excepting normal wear and tear
- c) Surrendering the premises in a clean condition including, but not limited to, all appliances, drip pans, refrigerator, floors, windows, doors, patio or deck, closets, kitchen cabinets, walls and garages.

Landlord's right to possession of the premises for nonpayment of rent or for any other breach of this lease by tenant shall not be affected by the fact that landlord holds security deposit. Upon expiration or termination of this lease, and upon surrender of the premises to the landlord pursuant to the conditions set forth above and in move-in and move-out procedures, and upon full payment of all sums due landlord hereunder, the security deposit or any portion remaining unapplied shall be returned to the tenants.

Should a tenant fail to vacate the premises at 12 am midnight on the date the lease terminates, a charge of \$100.00 per day, will be charged for each day past the term the tenant holds over. This will be noted on the Notice of Damages given with the remaining security deposit balance.

26. Non-Occupancy by Tenant(s)

If the tenant(s) decides not to take occupancy all tenant(s) who have signed the lease must provide written notice to EPM of intent not to occupy. Tenant(s) will remain obligated under the lease and are potentially liable for all rent through the term of the Lease or until the unit can be re-leased. EPM has a duty to mitigate damages and will make all customary and reasonable efforts to re-lease unit to another qualified party. Either party has the right to have a court determine the actual amount owed.

27. Breach, Abandonment, Forfeiture, and Termination of the Lease

Upon tenants' failure to make any payment of rent when due, or upon tenants' breach of any other terms, covenants, agreements, or conditions herein contained, or if tenants abandon or vacate the premises prior to the expiration of the term, then, in addition to any other rights or remedies of landlord at law or in equity, landlord may (a) without terminating this lease, terminate the tenants right to possession and peacefully re-enter and retake possession of the premises in which case landlord may relet the premises and tenants shall be responsible for any deficiency, plus costs and expenses of such re-letting; or (b) terminate this lease and repossess the premises where by the entire remaining unpaid balance owed under the lease shall be immediately due and payable. Tenants may not be liable for the total accelerated amount because of landlords obligation to minimize damages. Either tenants or landlord may have a court determine the actual amount owed.

It is intended that landlord's remedies shall be as broad as permitted under Michigan law. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the landlord's right to avail itself of any remedy allowed by Michigan law. Tenants shall also be liable for all costs, fees and damages incurred by landlord including reasonable attorneys' fees

Permitted by statute.

Tenants Initials _____, _____, _____, _____, _____, _____

If tenant(s) fails to meet the terms of this lease, EPM may elect to terminate the lease, re-enter, and take possession of the premises, only in accordance with the statutes of Michigan, and only after providing written notice to the tenant(s). EPM shall reenter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by tenant(s) and shall not re-enter by means force, lockout, or termination of essential services. In the event of recovery of the premises by EPM, EPM shall use his best efforts to re-rent the premises on reasonable terms. Tenant(s) agrees to pay EPM any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of the lease.

28. Delayed Occupancy Not Attributable to Tenant(s)

If EPM cannot deliver possession of the premises or if it is deemed unfit for human habitation, as defined in Sec 17-2 of the City of Kalamazoo Housing code on the date the lease is to commence, then the tenant(s) may reject the tenancy. Section 17-2 City of Kalamazoo Housing code defines a premises unfit for human habitation as any dwelling or dwelling unit which, because of its condition or the condition of the lot upon which the dwelling or dwelling unit stands or any accessory structure thereof is dangerous to life, safety, or the general welfare of the occupants or of the public. All money previously paid to EPM shall be refunded. Tenant(s) reserves the right to show actual damages caused by EPM's nonperformance.

29. Non-Residential Use

Premises shall be used for residential purposes only. It shall not be used for business, illegal or non-residential activities.

30. Altering Premises

The tenant(s) will not alter premises or EPM supplied furnishings in any way without prior written consent of the EPM. Thus, tenant(s) agrees not to repaint, remodel, drive nails in woodwork, add any nail holes to the existing walls, use any adhesive items on wall or move in water furniture.

31. Covenant of Fitness-M.C.L.A. 554.139

Under Michigan Law, EPM is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to promptly notify EPM of maintenance problems that require attention and to leave the premises in good condition (normal wear and tear expected).

32. Repairs and Maintenance-minimum standards

The tenant(s) agree to give EPM prompt notice of repairs. EPM will make necessary interior and exterior repairs to the rental unit to keep it in habitable condition as prescribed by local or state housing ordinance. Serious heating, plumbing, and electrical failures to be attended to within 24 hours of written request and all other necessary maintenance to be performed within ten days

33. Abandonment of Personal Property

Personal property left by vacating tenant(s) and not claimed on the last day of tenancy is considered abandoned. EPM will make a diligent effort to contact tenant(s) before disposing of any property. Tenant(s) agrees to reimburse EPM for reasonable storage charges upon receipt of property. EPM may retain possession of abandoned personal property until storage charges are paid in full.

34. Pets or Animals

No pets or animals of any kind will be permitted on premises without written consent of EPM. This includes caring for or inviting in any pets belonging to tenants, but residing elsewhere, or any guest of the tenants. No pet sitting is permitted.

35. Pets/Rodents/Fleas

Whenever infestation of insects, rodents, or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of EPM. Tenant(s) of single unit private dwellings shall exterminate any insect, rodent, or other pests (except wood eating or wood destroying insets) infesting that portion of the premises he occupies. Tenant(s) responsibility for extermination shall begin 30 days after occupancy commences, providing the unit is free of infestation upon occupancy.

36. Keys and locks

EPM will provide one key per lock to each tenant. At the end of the lease term all keys and copies made are to be returned to EPM. Any keys not returned by noon the day after the lease has ended are subjected to a \$75.00/lock re-keying fee applied against the Security Deposit. TENANT(s) accept existing locks as safe and acceptable. TENANT(s) may request locks to be changed at the beginning of tenancy, or at any other time for a flat fee or \$75.00/lock. Any locks that are found installed by individuals other than EPM will be removed and EPM will assess a \$75.00/ lock change-out fee.

37. Lockout Policy

Any TENANT(s) locking themselves out of their house, apartment, bedroom, or mailbox can call EPM to be let in. The following charges will be assessed for this service due at time of service.

Weekdays between 9:00 AM and 5:00 PM	\$25.00
Weekdays between 5:00 PM and 9:00 AM	\$50.00
Weekends anytime	\$75.00
New Keys	\$7.50
Change Lock	\$75.00 each lock

38. Late fees

If rent is paid later than the 1st day after the due date, tenant(s) will be held liable for a \$20 per day late fee. Tenant acknowledges that any rent received by landlord will first be applied (such as late fees, damage costs, returned check charges) incurred by or on behalf of tenants prior to applying the same to the current monthly rent. If the payment tendered by tenants fails to cover the total charges outstanding, then tenants shall immediately pay the difference, plus any late charge incurred by virtue of tenants' failure to timely pay all sums due from tenants to landlord.

39. Non-Sufficient Funds (NSF) Checks

NSF checks will be held liable for \$50.00 per occurrence. Late fees will incur as of the day the landlord informs the tenant of the NSF check. Rent will be deemed paid when certified funds are received. The tenants must pay in the form of certified check or money order if deemed necessary by the landlord.

Tenants Initials _____

40. Sale Of Premises-Michigan Act 348-Sec. 14

EPM shall be liable for the security deposit until transfer of the deposit to the new owner and written notification to the tenant(s) by ordinary mail of the transfer and of the new owner's name and address.

41. Lease Alterations

Any alterations to this agreement shall be in writing and signed by EPM and all tenant(s). Lease Alterations must not violate local, state, or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting)

42. Conflict Resolution Service

Off-Campus Life at Western Michigan University provides a conflict resolution service for disputes, involving Western Michigan University Students, that cannot be resolved between EPM and tenant(s).

43. Blocked/Plugged Toilets:

99% of the time blocked/plugged toilets are the result of feminine products, Q-tips and other assorted items being flushed down toilet or sinks that are not supposed to be. Tenant(s) should first try to plunge the toilet/sink themselves before calling for a repair. If you are unable to fix the problem, EPM will send a maintenance person out to investigate. If it is discovered that the problem was due to an item the TENANT placed in the toilet or sink, the tenant will be billed accordingly. Charges are between \$35-\$250 dollars depending on the problem. DO NOT use a liquid Drain-o type solution of any kind as it exacerbates the problem.

44. Fire Extinguishers & Smoke Detectors

All smoke detectors and fire extinguishers are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they expire and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. After move-in, there is a 7-day grace period to report in writing that a smoke detector or fire extinguisher is malfunctioning. If the device is malfunctioning in any way, contact EPM immediately. Upon receipt, EPM will promptly repair these items. After the 7-day grace period the tenant is held responsible for these devices. If EPM identifies one of these devices is missing or disabled after the 7-day grace period, EPM will immediately fix the device and bill the Tenant. Fees rang between \$7-25/device.

45. Jurisdiction for Litigation/Arbitration/Mediation

All parties agree that if any legal action pertaining to the enforcement of this lease or any of its provisions is initiated by any party to the lease, said action shall be filed and heard in the jurisdiction of which the rental unit is located unless prohibited by law.

46. Voidability

This lease is voidable at EPM sole discretion prior to occupancy if all contingencies of this Lease are not met. These contingencies include, but are not limited to: Fully executed leasehold Documents, Notarized Guarantee Agreements and Deposits Paid in full. If EPM chooses to void the Lease failure of the above noted contingencies, EPM will notify the applicants in writing by regular mail no later than thirty days before the beginning date of the lease.

47. Invalid Provision

If any provision of this lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

48. False Representations

If any representations of TENANT(s) prove to have been false or misleading in any material way when making application for this lease, then EPM may declare this Lease void and may take possession of the property.

49. Tenant Liability in Freezing Temperatures

TENANT(s) agree to not shut off, stop service or turn back heat of the rental unit in periods of time where outside temperature drops below the freezing level. TENANT(s) agree to pay for all damages caused by failure of comply with this item.

50. Liability of Emerald Property and Management

TENANT(s) hereby agrees to indemnify and hold harmless EPM from and against any and all claims for damages to premises or personal injury arising from TENANT(s) use of premises, or from and activity, work or thing done, permitted or suffered by TENANT(s) in or about the premises. If in EPM judgment, there is substantial damage to the premises in such circumstances, EPM may terminate this Lease by giving written notice to TENANT(s) and TENANT(s) will be held responsible for the damages and loss rents until such time as the premise is re-rented.

51. Garbage

Each TENANT(s) shall deposit all garbage in proper outside container each day. It is the TENANT(s) responsibility to bring the container to the proper pick-up area no earlier than 8:00PM the night before the scheduled pick-up day and to remove the container by 5:00PM on the scheduled pick-up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to the TENANT(s) with an additional \$10.00 processing fee payable to EPM. The City has been historically charging at least \$50.00 for containers left on the curb strip or not returned to their proper place after their scheduled pick-up times. Garbage should be place into specified containers only. Do not overfill the dumpsters as the Garbage Company will not take any additional garbage. Large item such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items and the Tenants will be billed for the removal of these items.

52. City of Kalamazoo Fines and Charges

Per the City of Kalamazoo Zoning Ordinance; the City can impose fines against properties for numerous violation. Any fines imposed by the City of Kalamazoo, will be charged to the TENANT(s) with an additional \$10.00 procession fee payable to EPM. The following is a non all-inclusive list that identifies some of the fines that TENANT(s) will be held liable to through EPM. EPM is forced to pay these fines on behalf of the TENANT(s) through a lien process. EPM has no control over what the City decides to charge, but is forced to pay it. Some of the more frequent violations are as follows: Trash not placed in a container, Trash container not in the appropriate place or left by the curb-strip, recycle container left at the curb strip, interior furniture outside, noise violation, parking in non-designated areas, and trash in the yard. TENANT(s) acknowledged and fully understand that the City of Kalamazoo and EPM does not give any prior notice before assessing fines and fees. TENANT(s) can request a copy of the City of Kalamazoo Zoning Ordinance at any time by going down town to City Hall.

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53. Liability

Neither landlord nor agent shall be liable for any personal conflict of tenant with co-tenants of the unit occupied by tenant, tenant's guest or invitees. Therefore, a conflict between tenants does not constitute grounds for termination of the lease. Neither landlord nor agent shall be liable for any personal injury to tenant or damage or loss to tenant's property, including, but not limited to any injury, loss or damages caused by burglary, assault, vandalism, theft, or any other crimes. All personal property kept in/on the premises shall be the at the Tenants' sole risk and Landlord shall not be liable for any damages to , or loss of, such property. As stated in # 22, *it is necessary for Tenants to attain insurance to cover any loss or damage to personal property.*

54. Full Understanding

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties her to shall be binding upon the subject property, except attachments made under the Additional Tenancy Conditions herein, if any, which shall become a part of the lease.

55. Cleaning Deposit

At the beginning of a lease term the first person to pick up the keys to the property will be walked through the property with a representative from EPM to inspect and point out the condition of the property in regards to its cleanliness. At this time a cleaning inventory form will be filled out and given to our representative. Our expectation is that the home is returned to us in the same cleaning fashion as it was at the beginning of the lease and as it was indicated on the original cleaning inspection form. Prior to the termination of the lease, cleaning instructions will be given to tenants on how to clean the property properly. EPM also offers pre-inspections to all tenants to make sure the cleaning is done in the correct manner in order to receive an entire cleaning deposit refund. EPM charges \$30.00 per hour against a cleaning deposit to clean any and all areas in the property.

I have read and agree to the terms and conditions of this rental agreement.

Tenant's Signatures

1. _____	4. _____
date	date
2. _____	5. _____
date	date
3. _____	6. _____
date	date

Emerald Property and Management Signature

_____ Date _____